CONTRACTS—ACCORD AND SATISFACTION.—Defendant had given to the plaintiff several promissory notes in payment of a debt. Some of the notes had been paid, leaving an undisputed balance of about $300, for which suit was begun. Defendant's father, acting on his son's request, and, as admitted by an affidavit of the father, as agent of the son, made an agreement with the plaintiff whereby the debt was discharged on the payment by the father of $125. *Held,* that such settlement was by a volunteer and therefore a good consideration for the release of the balance. *Cunningham* v. *Irwin* (Mich. 1914) 148 N. W. 786.

The whole question here turned, of course, on the question whether the father was a stranger to the transaction or an agent of the son. The court held that the evidence proved the former, but it would seem that their decision was based as much on a desire to avoid the harsh doctrine of the common law as on the facts of the case. In the Report of Commissioner of Civil Code of New York (1865) 219, it is said, "this rule of the common law is not founded on natural justice nor can it be supported upon any other than technical grounds." POLLOCK, CONTRACTS, says, p. 210, "that nothing less than a release under seal will make the acceptance of 99 £. on a debt of 100 £. valid, while the acceptance of a peppercorn or beaver hat is a good discharge," but he adds, "that modern decisions have confined this absurdity within the narrowest possible limits." In many states this rule of law has been changed by statute. See Alabama, California, and Georgia Codes and Maine Rev. St. In Mississippi, the rule was abolished by the courts without a statute. *Clayton* v. *Clark,* 74 Miss. 499. Michigan among other states still adheres to the common law doctrine, but as the court in this case remarked in citing from *Tanner* v. *Merrill,* 108 Mich. 58, "as it is rigid and unreasonable and defeats the express intent of the parties, it should not be extended to embrace cases not within the very letter of it." It seems quite clear that the court will not overlook any legitimate means to abrogate the doctrine as far as possible, and any dispute as to facts will, as they were in this case, be construed if possible so as to overcome this harsh rule.

CORPORATIONS—INSOLVENCY—PREFERENCE RIGHTS.—A corporation becoming insolvent, its property was transferred to another corporation which, in consideration for the transfer to it of the old corporation property, assumed the latter's debts and also issued some of its own stock to the stockholders of the old corporation in exchange for their stock in the old corporation. There was, however, no contract of novation between the creditors of the old company and the second corporation. Upon the second corporation becoming insolvent, the creditors of the old corporation brought an action to have the property which formerly belonged to the old corporation applied to the payment of their indebtedness. It was held that they had an equitable right to preference in the distribution of the proceeds from the sale of the property of the old corporation. *Louther* v. *Louther-Kaufmann Oil & Coal Co.* (W. Va. 1914) 66 S. E. 1073.

The decision is based upon the doctrine that the property of an insolvent corporation is a trust fund for creditors and the second